




3. Whether or not Defendant waived its right to enforce any portion of the Settlement Agreement by allegedly accepting loan modification applications from Plaintiff after March 15, 2014.
4. Whether or not there is any evidence tending to show or disprove that the Defendant intended to dishonor any obligations it had under the Settlement Agreement.

**IT IS SO ORDERED** this 21st day of August, 2015.

  
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**Amy Totenberg**  
**United States District Judge**